

**A RESOLUTION BY
FINANCE AND EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH JKR MAINTENANCE SERVICES, INC., FOR BUILDING MAINTENANCE SERVICES (I.E. MECHANICAL, ELECTRICAL AND HVAC SYSTEMS) AT CITY HALL EAST, ON BEHALF OF THE OFFICE OF GENERAL SERVICES, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000.00). ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1A01 (GENERAL FUND) 523001 (SERVICE, REPAIR AND MAINTENANCE) D81005 (CITY HALL EAST); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") owns City Hall East and is responsible for the maintenance of the facility; and

WHEREAS, JKR Maintenance Service Inc. ("JKR"), has been the building maintenance provider for City Hall East (formally the Sears Department Store) since the buildings inception in 1926; and

WHEREAS, in 1991, the City entered into a formal agreement, FC-5017-91 with JKR, and assumed the existing maintenance service agreement that Sears had for the facility; and

WHEREAS, in 2003 City Council approved Resolution 03-R-0713 which deemed JKR a sole source provider and authorized them to continue providing building maintenance services at City Hall East for one (1) additional year;

WHEREAS, since City Hall East is over eight (80) years old and all major equipment warranties have expired, the Office of General Services has relied on the staff of JKR to repair all mechanical, electrical, HVAC, plumbing and mechanical systems; and

WHEREAS, all previous agreements with JKR have expired with no renewal options; and

WHEREAS, the Department of Procurement has certified JKR as the sole source provider to continue to provide maintenance services City Hall East; and

WHEREAS, JFK meets the requirements of a Sole Source Procurement set out in § 2-1191 of the City of Atlanta Code of Ordinances; and

WHEREAS, the term of the new agreement with JKR shall commence on October 1, 2007 and shall continue until December 31, 2008; with one (1) year renewal option upon approval of both parties.

WHEREAS, the Acting Director of the Office of General Services and the Chief Procurement Officer have recommended that the contract for maintenance services at City Hall East, be awarded to JKR Maintenance Services, Inc. as a sole source procurement.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor be and is hereby authorized to enter into an appropriate contractual agreement with JKR Maintenance Services, Inc., on behalf of the Office of General Services in an amount not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000.00).

BE IT FURTHER RESOLVED, that said agreement shall commence on October 1, 2007 and shall continue until December 31, 2008; with a one (1) year renewal option upon approval of both parties.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from Fund Account and Center number 1A01 (General Fund) 523001 (Service, Repair and Maintenance) D81005 (City Hall East).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare the appropriate contractual agreements for execution by the Mayor.

BE IT FINALLY RESOLVED, that said contractual agreement shall not become binding upon the City, and the City shall incur no liability upon the same until such contract is approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to JKR Maintenance Services, Inc.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance and Executive Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH JKR MAINTENANCE SERVICES, INC., FOR BUILDING MAINTENANCE SERVICES (I.E. MECHANICAL, ELECTRICAL AND HVAC SYSTEMS) AT CITY HALL EAST, ON BEHALF OF THE OFFICE OF GENERAL SERVICES, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000.00). ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1A01 (GENERAL FUND) 523001 (SERVICE, REPAIR AND MAINTENANCE) D81005 (CITY HALL EAST), AND FOR OTHER PURPOSES.

Council Meeting Date: September 17, 2007

Requesting Dept.: Office of General Services

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH JKR MAINTENANCE SERVICES, INC. TO PROVIDE BUILDING MAINTENANCE SERVICES (I.E. MECHANICAL, ELECTRICAL, AND HVAC SYSTEM SERVICES) ON A MONTH-TO-MONTH BASIS FROM JUNE 2007 TO DECEMBER 31, 2008 WHEN CITY HALL EAST CLOSES; IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED & FIFTY THOUSAND DOLLARS AND NO CENTS (450,000.00) ALL FUNDS TO BE PAID FROM FUND, ACCOUNT AND CENTER NUMBER, 1A01 (GENERAL FUND) 523001(SERVICE, REPAIR AND MAINTENANCE) D81005-CITY HALL EAST.

2. Please provide background information regarding this legislation.

City Hall East (Formerly Sears) was built in 1926, since the buildings inception JKR Maintenance has provided all Mechanical, HVAC and Electrical systems services, including any infrastructure issues that may arise. Due to the fact that this building is over 80 years old parts/equipment for the boiler and various mechanical systems are not readily available; JKR Maintenance has over 80 years of experience at rebuilding and repairing parts and equipment that is no longer being manufactured.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Service

(b) **Source Selection:** Sole Source

(c) **Bids/Proposals Due:** 0

(d) **Invitations Issued:** 0

(e) **Number of Bids:** 0

(f) **Proposals Received:** 01

(g) **Bidders/Proponents:** 0

(h) **Term of Contract:** 1 year and 6 months

(i) **Fund Account Center:** 1A01-(GENERAL FUND), 523001 (SERVICE, REPAIR & MAINTENANCE),-D81005 (CITY HALL EAST)

5. Source of Funds: The funding source will be from the above referenced Fund, Account and Center numbers, General Fund, Service Repair & Maintenance, City Hall East.

6. Fiscal Impact: This legislation will impact the Fund, Account and Center Number 1A01-(GENERAL FUND), 523001 (SERVICE, REPAIR & MAINTENANCE),-D81005 (CITY HALL EAST) in an amount of \$450,000.00 (Four Hundred & Fifty Thousand Dollars and no cents).

7. Method of Cost Recovery: .N/A

This Legislative Request Form Was Prepared By: Perceta Watkins



CITY OF ATLANTA

Shirley Franklin
Mayor

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55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPB
Chief Procurement Officer
asmith@atlantaga.gov

August 2, 2007

PROCUREMENT CODE SECTION 2-1191.1 SOLE SOURCE PROCUREMENT DESIGNATION

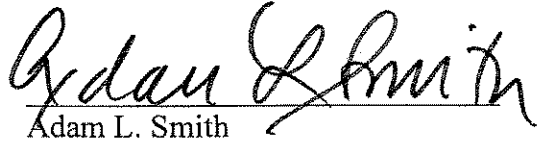
This Sole Source request is made for JKR Maintenance, to provide building maintenance service at City Hall East for the City of Atlanta, Office of General Services.

Having conducted an investigation of the available sources regarding the materials and/or services stipulated herein pursuant to section 2-1191 of the City of Atlanta Code of Ordinances, Sole Source Procurement, my findings are the following:

1. City Hall East (formally the Sears Department Store) was built in 1926; JKR Maintenance Inc., has been the building maintenance provider since the inception. They are familiar with all the Mechanical, HVAC, Electrical systems as well as any infrastructure issues at this site.
2. The City entered into a formal agreement, FC-5017 with JKR in 1991 and assumed the existing maintenance service agreement that Sears had for the facility.
3. Legislation (03-R-0713) was approved in 2003 to deem JKR a sole source provider and to authorize them to continue providing building maintenance services at City Hall East for one (1) additional year.
4. Since the building is over eighty (80) years old and all major equipment warranties have expired, General Services has relied on the staff of JKR Maintenance Inc., to repair all of the above referenced systems.
5. JKR Maintenance Service, Inc. is the original installers of the hardware and peripherals in this facility and should continue to provide the ongoing maintenance of this equipment in order to avoid any unwarranted service delays or problems.

Sole Source Procurement Designation
JKR Maintenance
August 2, 2007
Page 2

I, Adam L. Smith, by the authority vested in me pursuant to section 2-1137, do hereby approve, direct and authorize the sole source procurement to provide building maintenance service at City Hall East for the City of Atlanta, Office of General Services.


Adam L. Smith

ALS/ap

cc: Mr. Mike Williams
Ms. Perceta Watkins

**BUILDING MAINTENANCE
SCOPE OF SERVICES**

THIS AGREEMENT ENTERED INTO BETWEEN:

JKR MAINTENANCE SERVICES, INC. P. O. BOX 55214 ATLANTA, GA 30308	(HEREINAFTER REFERRED TO AS "JKR")
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AND	CITY OF ATLANTA 68 MITCHELL STREET ATLANTA, GA 30335	(HEREINAFTER REFERRED TO AS "CUSTOMER")
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FOR THE BUILDING:

675 PONCE DE LEON AVE. N.E. ATLANTA, GA 30308	(HEREINAFTER REFERRED TO AS "BUILDING")
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IN CONSIDERATION of the mutual benefits and covenants contained herein,
JKR and customer agree as follows:

1. Employment. Customer hereby employs JKR to provide maintenance services to the above referenced Building.

2. Scope of Work. In consideration of the employment and compensation described herein, JKR shall perform the services set forth in Specifications (Attachment A). JKR agrees to supply labor and equipment to perform such services. Material replacement or purchase the responsibility of Customer. Customer or its agent shall notify JKR of any change in the work schedule and the date such change shall become effective said notice to be in writing and received by JKR before the effective date of the change.

3. JKR Employees. JKR shall perform the following duties:
 - (a) JKR shall use reasonable efforts to employ only persons skilled in the performance of maintenance services;
 - (b) JKR shall screen each employee by requiring reasonably satisfactory character references before hiring;
 - (c) JKR shall furnish each employee with a form of identification listing names of employee and JKR thereon;
 - (d) JKR shall direct its employee to be neatly attired during the performance of services hereunder;
 - (e) JKR shall inform its employee of safety and health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA);

- (f) JKR shall comply with the Immigration Reform and Control Act of 1986.

4. Terms of Services. The term of the Contract shall commence on October 1, 2007 and shall continue until December 31, 2008; with a one (1) year renewal option upon approval of both parties.

5. Storage Facilities. Customer shall make adequate office, workshop and storage space available in the Building to JKR throughout the term of this contract hereunder.

6. Work Hours. JKR shall schedule its services so as to conform with the reasonable requirements of the Building.

7. Insurance. JKR shall maintain insurance of the following types and amounts:

- (a) General Liability Insurance with Bodily Injury Limits of \$1,000,000 per each occurrence and \$2,000,000 in the aggregate. Property damage insurance of \$1,000,000 per each occurrence and \$1,000,000 in the aggregate;
- (b) Worker's Compensation Insurance as per statutory limits by State;
- (c) Automobile Liability Insurance with \$1,000,000 limits for each accident-single limit-bodily injury and property damage combined.

8. Liability for Loss. JKR shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities or damages which may be suffered by, accrued against, be charged to or recoverable from JKR, its employees or agents in connection with the performance of the services hereunder.

9. Miscellaneous.

- (a) This contract shall be construed in accordance with the laws of the State of Georgia;
- (b) This contract constitutes the entire agreement among the parties and all additions or changes hereto shall be in writing;
- (c) The continuing covenant of Customer contained in this contract shall survive the termination hereof;
- (d) By the signature below, the individual executing this Contract on behalf of Customer warrants to JKR that he has full power and authority to execute this Contract and to thereby bind, jointly and severally, Customer (if other than owner of Building to the terms of this Contract;
- (e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable from

HVAC

Provide coverage to monitor control devices and air handling equipment throughout building. Adjust thermostats and respond to calls regarding temperature (hot and cold) around the building. Change air filters as needed. Assist in operation of D.C. Generator equipment. Provide coverage for steam valves requiring manual adjustment.

ELECTRICAL

Provide coverage to troubleshoot any electrical outage problem. Replace electrical receptacles, outlets, wire, breakers, light bulbs, etc. Relocate or install electrical connections for office modifications or remodeling projects.

PLUMBING/MECHANICAL

Monitor sprinkler equipment. Monitor sump pump equipment to insure equipment operating properly. Troubleshoot leaking water lines, stopped up sinks, commodes, drains, etc. Maintain water fountain equipment. Make necessary repairs to doors, hand rails, etc. Assist in the removal or replacement of various types of equipment throughout the facility.

MISCELLANEOUS

Provide minor carpentry repairs including hardware maintenance on doors.

ADMINISTRATIVE

Handle incoming trouble calls and dispatch proper technician. Gather necessary information for ordering of repair equipment and forward to proper department. Review all work schedules to ensure proper coverage. Coordinate all billing in a timely and accurate manner.

all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.

10. Compensation. Throughout the term of this Contract, Customer shall pay JKR the sum of no less than \$37,500.00 per month.

11. Payment. Payment shall be due 4 weeks from start date of contract and every 4 weeks thereafter.

IN WITNESS WHEREOF, this Proposal has been submitted for approval by JKR.

JKR MAINTENANCE SERVICES, INC.

CITY OF ATLANTA

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Attachment A

BUILDING MAINTENANCE SPECIFICATIONS

WORK SCHEDULE

Current staff providing coverage 12 hours per day (6:00 A.M. to 6:00 P.M.) 5 days per week, Monday thru Friday.

POWERHOUSE

Operate the high pressure boilers, condensate pumps, manual valves, chillers, related pump equipment and emergency generator. Provide routine maintenance for all of the above.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Perceta Watkins

Contact Number: ext. 6569

Originating Department: Office of General Services

Committee(s) of Purview: Finance and Executive Committee

Chief of Staff Deadline: August 24, 2007

Anticipated Committee Meeting Date(s): September 12, 2007

Anticipated Full Council Date: September 17, 2007

Legislative Counsel's Signature: Terry Grandison

Commissioner Signature: Larry B. Pini

Chief Procurement Officer Signature: Gदान Qhm'n

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH JKR MAINTENANCE SERVICES, INC., FOR BUILDING MAINTENANCE SERVICES (I.E. MECHANICAL, ELECTRICAL AND HVAC SYSTEMS) AT CITY HALL EAST, ON BEHALF OF THE OFFICE OF GENERAL SERVICES, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000.00). ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 1A01 (GENERAL FUND) 523001 (SERVICE, REPAIR AND MAINTENANCE) D81005 (CITY HALL EAST); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 9/23/07 H.O.
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

DEPT. OF PROCUREMENT
9/23/07 PM 4:03